**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

Inline Connection Corporation, Plaintiff, v. Verizon Internet Services, Inc., et al., Defendants.	Civil Action No. 05-866 (JJF) **REDACTED – PUBLIC VERSION**

APPENDIX TO VERIZON DEFENDANTS' BRIEF IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT DISMISSING THIS ACTION FOR LACK OF SUBJECT MATTER JURISDICTION

VOLUME I (A001 – A229)

OF COUNSEL:
John B. Wyss
Kevin P. Anderson
WILEY REIN & FIELDING LLP
1776 K Street NW
Washington, DC 20006
Telephone: 202.719.7000
Facsimile: 202.719.7049

Jeffrey B. Bove (#998)
CONNOLLY BOVE LODGE & HUTZ LLP
The Nemours Building
1007 North Orange Street, Suite 878
Wilmington, DE 19801
Telephone: 302.658.9141
Facsimile: 302.658-5614

Counsel for Verizon Defendants

Dated: August 11, 2006

TABLE OF CONTENTS

Exhibit **Page**

Volume I

DECLARATION OF JOHN B. WYSS A001

Exh. 1: An email from Jeff Kaplan to David Goodman dated June 17, 2003 ....A009

Exh. 2: Bill Of Sale And Assignment And Assumption Agreement dated June 30, 2003......A012

Exh. 3: Agreement dated June 30, 2003 ......A020

Exh. 4: Patent Security Assignment dated June 30, 2003 ......A065

Exh. 5: An email from Mike Peisner dated June 30, 2003 ......A071

Exh. 6: An email from John Samia dated November 19, 2003 ......A080

Exh. 7: An email from David Goodman to Sam Goekjian dated November 25, 2003 ......A081

Exh. 8: An email from David Goodman to John Samia dated December 17, 2003 ....A083

Exh. 9: An email from David Goodman to John Samia dated January 26, 2004 ....A084

Exh. 10: An email from David Goodman to Larry & Iris Lerner dated February 11, 2004 ......A086

Exh. 11: An email from Mary Wallace, dated February 11, 2004 ......A088

Exh. 12: A draft letter from Leonard Miller to David Goodman, dated February 17, 2004 ......A097

Exh. 13: An email from David Goodman dated February 24, 2004......A103

Exh. 14: An email from James King dated February 24, 2004 ......A104

Exh. 15: An email from Paul Denis dated February 25, 2005......A105

Exh. 16: A draft "Participation Agreement Between Inline Connection Corporation And Kile Goekjian Reed & Mcmanus, PLLC" dated February 25, 2004 ....A106

Exh. 17: An email from Mary Wallace, dated February 27, 2004 ......A116

Exh. 18: Execution Copy of "Termination And Release Agreement" dated February 27, 2004 .... A134

Exh. 19: An email from Barbara Peisner dated February 28, 2004 .... A145

Exh. 20: An email from Leonard Miller dated March 1, 2004 .... A146

Exh. 21: A letter from Leonard Miller to David Goodman dated March 1, 2004 .... A147

Exh. 22: Agreement Among Inline Connection Corporation, David Goodman And Pie Squared, LLC dated March 3, 2004 .... A153

Exh. 23: Exclusive License Agreement By and Among Inline Connection Corporation David Goodman And Mercury Communications I, LLC dated March 4, 2004 .... A180

Exh. 24: Mercury Communications I, LLC Limited Liability Company Agreement dated March 4, 2004 .... A198

Volume II

Exh. 25: Consulting Agreement dated March 4, 2004 .... A230

Exh. 26: Patent Security Assignment filed March 4, 2004 .... A236

Exh. 27: Notice Of Special Meeting Of Shareholders dated March 4, 2004 .... A242

Exh. 28: A letter to Shareholders from David Goodman dated March 4, 2004 .... A243

Exh. 29: An email from David Goodman dated March 5, 2004 .... A247

Exh. 30: A letter from Michael Peisner dated March 19, 2004 .... A251

Exh. 31: An email from David Goodman to Tony Garland dated June 9, 2004 .... A252

Exh. 32: An email from David Goodman dated June 14, 2004 .... A253

Exh. 33: An email from David Goodman dated June 22, 2004 .... A254

Exh. 34: An email from David Goodman dated July 27, 2004 .... A256

Exh. 35: A second email from David Goodman dated July 27, 2004 .... A257

Exh. 36: Inline Connection Corporation: History, Background, and Current Financial Issues dated September 2004 .... A259

Exh. 37: The Scope and Enforceability of the Inline Connection IP A263

Exh. 38: An email from Elisabeth Schreuer dated December 21, 2004 .... A281

Exh. 39: An email from James King dated December 21, 2004 .... A282

Exh. 40: A second email from Elisabet Schreuer dated December 21, 2004 .... A284

Exh. 41: An email from David Goodman to Ed Kahn dated December 24, 2004 ...... A286

Exh. 42: An email from David Goodman dated January 3, 2005 .... A287

Exh. 43: An email from Jaime Lewis dated January 24, 2005 .... A289

Exh. 44: An email from David Goodman dated March 29, 2005 .... A290

Exh. 45: Wilkinson Deposition Exhibit #10 (excerpt) A292

Exh. 46: April 6, 2005 Complaint A294

Exh. 47: An email from Eric Wells dated August 2, 2005 .... A315

Exh. 48: Agreement Among Inline Connection Corporation, David Goodman and Mercury Communications I, LLC (the "Verizon Agreement") A316

Exh. 49: December 21, 2005 Broadband Technology Innovations, LLC (BBTI) "White Paper" A367

Exh. 50: Excerpted pages from the June 15, 2006 deposition of Rule 30(b)(6) designee Philip A. Wilkinson A382

Exh. 51: Excerpted pages from Inline's June 9, 2006 Opposition Memorandum filed in the Eastern District of Virginia Civil Action No. 2:05CV205 HCM A404

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

Inline Connection Corporation, Plaintiff, v. Verizon Internet Services, Inc., et al., Defendants.	Civil Action No. 05-866 (JJF)

DECLARATION OF JOHN B. WYSS

I, John B. Wyss, do hereby declare as follows:

1. I am an attorney with the law firm of Wiley, Rein & Fielding LLP, counsel to Defendants. I have personal knowledge of the facts set forth in this declaration.

2. Attached hereto as Exhibit 1 is a true and correct copy of an email from Jeff Kaplan to David Goodman dated June 17, 2003, including a letter to Inline Shareholders from David Goodman, previously produced by Inline in this litigation as ICC/VZ078363 – ICC/VZ078365.

3. Attached hereto as Exhibit 2 is a true and correct copy of "Bill Of Sale And Assignment And Assumption Agreement" dated June 30, 2003 previously produced by Inline in this litigation as ICC/VZ064787 – ICC/VZ064794.

4. Attached hereto as Exhibit 3 is a true and correct redacted copy of "Agreement" dated June 30, 2003, as previously produced by Inline in this litigation as ICC/VZ065934 – ICC/VZ065978.

5. Attached hereto as Exhibit 4 is a true and correct copy of "Patent Security Assignment" dated June 30, 2003, available from the United States Patent & Trademark Office at Reel:014220/ Frame:0960.

6. Attached hereto as Exhibit 5 is a true and correct copy of an email from Mike Peisner dated June 30, 2003, attaching a draft patent assignment, previously produced by Inline in this litigation as ICC/VZ076038 – ICC/VZ076046.

7. Attached hereto as Exhibit 6 is a true and correct copy of an email from John Samia dated Novemer 19, 2003, previously produced by Inline in this litigation as ICC/VZ076763.

8. Attached hereto as Exhibit 7 is a true and correct copy of an email from David Goodman to Sam Goekjian dated November 25, 2003, forwarding a second November 25, 2003 Goodman email, as previously produced by Inline in this litigation as ICC/VZ075899 - ICC/VZ075900.

9. Attached hereto as Exhibit 8 is a true and correct copy of an email from David Goodman to John Samia dated December 17, 2003, previously produced by Inline in this litigation as ICC/VZ076366.

10. Attached hereto as Exhibit 9 is a true and correct copy of an email from David Goodman to John Samia dated January 26, 2004, previously produced by Inline in this litigation as ICC/VZ076457 – ICC/VZ076758.

11. Attached hereto as Exhibit 10 is a true and correct redacted copy of an email from David Goodman to Larry & Iris Lerner dated February 11, 2004, previously produced by Inline in this litigation as ICC/VZ077973 – ICC/VZ077974.

12. Attached hereto as Exhibit 11 is a true and correct copy of an email from Mary Wallace, including a draft Termination and Release Agreement, dated February 11, 2004, previously produced by Inline in this litigation as ICC/VZ076112 – ICC/VZ076120.

13. Attached hereto as Exhibit 12 is a true and correct copy of a draft letter from Leonard Miller to David Goodman, dated February 17, 2004, previously produced by Inline in this litigation as ICC/VZ076860 – ICC/VZ076865.

14. Attached hereto as Exhibit 13 is a true and correct copy of an email from David Goodman dated February 24, 2004, previously produced by Inline in this litigation as ICC/VZ078627.

15. Attached hereto as Exhibit 14 is a true and correct copy of an email from James King dated February 24, 2004, previously produced by Inline in this litigation as ICC/VZ076229.

16. Attached hereto as Exhibit 15 is a true and correct copy of an email from Paul Denis dated February 25, 2005, previously produced by Inline in this litigation as ICC/VZ076859.

17. Attached hereto as Exhibit 16 is a true and correct copy of a draft "Participation Agreement Between Inline Connection Corporation And Kile Goekjian Reed & Mcmanus, PLLC" dated February 25, 2004, previously produced by Inline in this litigation as ICC/VZ075655 – ICC/VZ075664.

18. Attached hereto as Exhibit 17 is a true and correct copy of an email from Mary Wallace, dated February 27, 2004, including draft "Termination and Release Agreements," previously produced by Inline in this litigation as ICC/VZ076872 – ICC/VZ076889.

19. Attached hereto as Exhibit 18 is a true and correct copy of Execution Copy of "Termination And Release Agreement" dated February 27, 2004, previously produced by Inline in this litigation as ICC/VZ078734 – ICC/VZ078744.

20. Attached hereto as Exhibit 19 is a true and correct copy of an email from Barbara Peisner dated February 28, 2004, previously produced by Inline in this litigation as ICC/VZ076310.

21. Attached hereto as Exhibit 20 is a true and correct copy of an email from Leonard Miller dated March 1, 2004, previously produced by Inline in this litigation as ICC/VZ076950.

22. Attached hereto as Exhibit 21 is a true and correct redacted copy of a letter from Leonard Miller to David Goodman dated March 1, 2004, as previously produced by Inline in this litigation as ICC/VZ065928 – ICC/VZ065933.

23. Attached hereto as Exhibit 22 is a true and correct copy of "Agreement Among Inline Connection Corporation, David Goodman And Pie Squared, LLC" dated March 3, 2004, previously produced by Inline in this litigation as ICC/VZ078078 – ICC/VZ078104.

24. Attached hereto as Exhibit 23 is a true and correct copy of an "Exclusive License Agreement By and Among Inline Connection Corporation David Goodman And Mercury Communications I, LLC" dated March 4, 2004, previously produced by Inline in this litigation as ICC/VZ064823 – ICC/VZ064840.

25. Attached hereto as Exhibit 24 is a true and correct copy of "Mercury Communications I, LLC Limited Liability Company Agreement" dated March 4, 2004, previously produced by Inline in this litigation as ICC/VZ064841 – ICC/VZ064872.

26. Attached hereto as Exhibit 25 is a true and correct copy of "Consulting Agreement" dated March 4, 2004, previously produced by Inline in this litigation as ICC/VZ064916 – ICC/VZ064921.

27. Attached hereto as Exhibit 26 is a true and correct copy of "Patent Security Assignment" filed on March 4, 2004, available from the United States Patent & Trademark Office at Reel:015035/ Frame:0425.

28. Attached hereto as Exhibit 27 is a true and correct copy of "Notice Of Special Meeting Of Shareholders" dated March 4, 2004, previously produced by Inline in this litigation as ICC/VZ076329.

29. Attached hereto as Exhibit 28 is a true and correct copy of a letter to Shareholders from David Goodman dated March 4, 2004, previously produced by Inline in this litigation as ICC/VZ075665 – ICC/VZ075668.

30. Attached hereto as Exhibit 29 is a true and correct copy an email from David Goodman, including a letter to Shareholders, dated March 5, 2004, previously produced by Inline in this litigation as ICC/VZ077094 – ICC/VZ077097.

31. Attached hereto as Exhibit 30 is a true and correct copy of a letter from Michael Peisner dated March 19, 2004, previously produced by Inline in this litigation as ICC/VZ078550.

32. Attached hereto as Exhibit 31 is a true and correct copy of an email from David Goodman to Tony Garland dated June 9, 2004, previously produced by Inline in this litigation as ICC/VZ077104.

33. Attached hereto as Exhibit 32 is a true and correct copy of an email from David Goodman dated June 14, 2004, previously produced by Inline in this litigation as ICC/VZ076633.

34. Attached hereto as Exhibit 33 is a true and correct copy of an email from David Goodman dated June 22, 2004, previously produced by Inline in this litigation as ICC/VZ078161 – ICC/VZ078162.

35. Attached hereto as Exhibit 34 is a true and correct copy of an email from David Goodman dated July 27, 2004, previously produced by Inline in this litigation as ICC/VZ077107.

36. Attached hereto as Exhibit 35 is a true and correct copy of a second email from David Goodman dated July 27, 2004, previously produced by Inline in this litigation as ICC/VZ078170 – ICC/VZ078171.

37. Attached hereto as Exhibit 36 is a true and correct copy of "Inline Connection Corporation: History, Background, and Current Financial Issues" dated September 2004, previously produced by Inline in this litigation as ICC/VZ074717 – ICC/VZ074720.

38. Attached hereto as Exhibit 37 is a true and correct copy of "The Scope and Enforcability of the Inline Connection IP," previously produced by Inline in this litigation as ICC/VZ075809 – ICC/VZ075826.

39. Attached hereto as Exhibit 38 is a true and correct copy of an email from Elisabeth Schreuer dated December 21, 2004, previously produced by Inline in this litigation as ICC/VZ076997.

40. Attached hereto as Exhibit 39 is a true and correct copy of an email from James King dated December 21, 2004, previously produced as ICC/VZ076998 – ICC/VZ076999.

41. Attached hereto as Exhibit 40 is a true and correct copy of a second email from Elisabeth Schreuer dated December 21, 2004, previously produced by Inline in this litigation as ICC/VZ077000 – ICC/VZ077001.

42. Attached hereto as Exhibit 41 is a true and correct copy of an email from David Goodman to Ed Kahn dated December 24, 2004, previously produced by Inline in this litigation as ICC/VZ078677.

43. Attached hereto as Exhibit 42 is a true and correct copy of an email from David Goodman dated January 3, 2005, previously produced by Inline in this litigation as ICC/VZ077168 – ICC/VZ077169.

44. Attached hereto as Exhibit 43 is a true and correct copy of an email from Jaime Lewis dated January 24, 2005, previously produced by Inline in this litigation as ICC/VZ076529.

45. Attached hereto as Exhibit 44 is a true and correct copy of an email from David Goodman dated March 29, 2005, previously produced by Inline in this litigation as ICC/VZ078680 – ICC/VZ078681.

46. Attached hereto as Exhibit 45 is a true and correct copy of an excerpt from Wilkinson Deposition Exhibit #10, which is one example of the some 36 identical letters sent on April 6, 2005 by Peri N. Mahaley to various telephone companies other than Verizon that are contained in Wilkinson Deposition Exhibit #10.

47. Attached hereto as Exhibit 46 is a true and correct copy of the "Complaint For Patent Infringement And Demand For Jury Trial" filed in Inline's name on April 6, 2005.

48. Attached hereto as Exhibit 47 is a true and correct (but incomplete) copy of an email from Eric Wells dated August 2, 2005, as previously produced by Inline in this litigation as ICC/VZ074308.

49. Attached hereto as Exhibit 48 is a true and correct copy of "Agreement Among Inline Connection Corporation, David Goodman and Mercury Communications I, LLC," (the so-

called “Verizon Agreement”) previously produced by Inline in this litigation as ICC/VZ065866 – ICC/VZ065916.

50. Attached hereto as Exhibit 49 is a true and correct copy of a December 21, 2005 Broadband Technology Innovations, LLC (BBTI) "White Paper," marked as Wilkinson Deposition Exhibit #21. A copy of the White Paper is currently posted on BBTI’s website.

51. Attached hereto as Exhibit 49 is a true and correct copy of excerpted pages from the June 15, 2006 deposition of Rule 30(b)(6) designee Philip A. Wilkinson, taken in the AOL/Earthlink cases and previously produced by Inline in this litigation.

52. Attached hereto as Exhibit 50 is a true and correct copy of excerpted pages from “Inline's Memorandum In Opposition To The OTC Defendants' Motion To Lift Stay, Dismiss With Prejudice, Award Defendants Attorneys Fees And Grant Sanctions Against Inline And Its Counsel” filed on June 9, 2006 in the Easter District of Virginia Civil Action No. 2:05CV205 HCM..

I declare under penalty of perjury that the foregoing is true and correct. Executed this 10th day of August, 2006.

John B. Wyss
John B. Wyss

SEALED DOCUMENT

EXHIBITS 1-3

Exhibit 04

OIPE JUL 0 1 2003 PATENT & TRADEMARK OFFICE

07-07-2003

102488585

Form PTO-1595
(Rev. 05/01)
OMB NO. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Tab settings ⇒⇒⇒

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof

1. Name of conveying party(ies)

Inline Connection Corporation

7-21-07

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger

☒ Security Agreement ☐ Change of Name

☐ Other ____________

Execution Date: June 30, 2003

2. Name and address of receiving party(ies)

Name
Pie Squared LLC
c/o Hanify & King
One Beacon Street, 21st Floor
Boston, MA 02108-3107

Kile Goekjian Lener & Reed PLLC
Suite 475, 655 15th Street, NW
Washington, DC 20005

Swidler Berlin Shereff Friedman, LLC
3000 K Street, NW, Suite 300
Washington, D.C. 20007-5116

Additional Name(s) & address(es) attached? ? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

B. Patent No.(s)
6,243,446; 6,236,718; 5,844,596; 6,542,585; 5,949,473; 5,929,896; 6,181,783; 6,185,284; 5,010,399

Additional numbers attached? ? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name Edward A. Pennington

Internal Address Suite 300

Street Address: 3000 K Street, N.W.

City: Washington State: D.C. Zip 20007-5116

07/03/2003 LMUELLER 00000199 195127 6243446
01 FC:8021 360.00 DA

6. Total number of applications and patents involved? [9]

7. Total Fee (37 CFR 3.41) .... $ 360.00

☐ Enclosed

☒ Authorized to be charged to deposit account.

8. Deposit Account Number: 195127, 21288.0001

DO NOT USE THIS SPACE

9. Statement and signature
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Name of Person Signing	Signature	Date
Robert C. Bertin, RN 41,488	[signature]	July 1, 2003

Total number of pages including cover sheet, attachments, and documents ☐

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 014220 FRAME: 0960

PATENT SECURITY ASSIGNMENT

THIS PATENT SECURITY ASSIGNMENT (the "Assignment") is made as of June 30, 2003, by Inline Connection Corporation, a Virginia corporation, with headquarters located at 2642 Pershing Drive, #4, Arlington, VA 22201 ("Grantor"), in favor of Pie Squared LLC, a Delaware limited liability company ("Pie Squared"), Kile Goekjian Lerner & Reed PLLC, a District of Columbia professional limited liability company ("KGLR"), and Swidler Berlin Shereff Friedman, LLP, a New York limited liability partnership ("SBSF") (Pie Squared, KGLR and SBSF are hereinafter sometimes referred to collectively as "Secured Parties").

RECITALS

WHEREAS, the Grantor and Secured Parties entered into that certain Agreement dated as of June 30, 2003 among the Grantor, the Secured Parties and the other parties thereto (the "June 30, 2003 Agreement"); and

WHEREAS, in order to induce Secured Parties to enter into the June 30, 2003 Agreement, Grantor has agreed to grant a security interest in certain intangible property to Secured Parties for purposes of securing the obligations of Grantor to Secured Parties.

NOW, THEREFORE, THE UNDERSIGNED AGREES AS FOLLOWS:

1. Grant of Security Interest. As collateral security for the prompt and full performance of all of Grantor's present or future indebtedness, obligations and liabilities to Secured Parties under the June 30, 2003 Agreement, Grantor hereby grants a security interest to Secured Parties, as security, in and to Grantor's entire right, title and interest in, to and under the Collateral listed and defined in the attached Schedule A.

2. Authorization and Request. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Assignment.

[End of Page]
[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has executed this Patent Security Assignment on the day and year first above written.

INLINE CONNECTION CORPORATION

By: ______________________

Name: David Goodman
Title: President

DISTRICT OF COLUMBIA) ss:

On this 30th day of June, 2003, before me personally came David Goodman, to me known (or satisfactorily proven) to be the President of Inline Connection Corporation, a Virginia corporation, the corporation described in the foregoing instrument, and upon being duly sworn he did depose and say that he was fully authorized to execute this Patent Security Assignment on behalf of said corporation.

____
Notary Public
My commission expires:

My Commission Expires April 14, 2007

SCHEDULE "A"

COLLATERAL DESCRIPTION

All of the Grantor's right, title and interest in and to the following, whether now existing or hereafter arising:

(i) All of the Current Patent Suits;

(ii) All of the Future Patent Suits;

(iii) All of the Goodman Patents;

(iv) All Gross Recoveries;

(v) All of Grantor's deposit accounts; and

(vi) All proceeds and products of the foregoing in whatever form, and cash, negotiable instruments, and other instruments for the payment of money, chattel paper, security agreements, or other documents.

For the purposes of this Schedule A, the following terms shall have the following meanings:

"**Current Patent Suits**" means Inline Connection Corp. v. AOL TimeWarner, Inc. and AOL Online, Inc., CA No. 02-272 (MPT) (U.S. District Court for the District of Delaware); Inline Connection Corp. v. EarthLink, Inc., CA No. 02-477 (MPT) (U.S. District Court for the District of Delaware); and Inline Connection Corp. v. Atlantech, Inc., CA No. 02-1420 (MJG) (U.S. District Court for the District of Maryland, Northern Division), appealed to the U.S. Court of Appeals for the Federal Circuit in May 2003.

"**Future Patent Suits**" means any suit other than the Current Patent Suits wherein a claim of patent infringement of at least one claim of the Goodman Patents related to digital subscriber line service or video on demand over any digital subscriber line service may be alleged in good faith against a third party, and includes allegations or claims of patent infringement prior to the filing of a formal action against such third party made to Settle such allegations or claims or otherwise for the purpose of securing a pre-litigation Settlement; *provided however* that Future Patent Suits shall not include suits wherein a claim of patent infringement of the Goodman Patents relates solely to (x) applications thereof for 10BaseT Ethernet over voice or 100BaseT Ethernet over voice or (y) applications wholly confined to point-to-point communications within a hotel.

"**Goodman Patent Rights**" means any right, claim, title or interest in or to any claim of, in or under the Goodman Patents related to digital subscriber line service or video on demand over any digital subscriber line service.

"**Goodman Patents**" means collectively United States utility patents 6,243,446; 6,236,718; 5,844,596; 6,542,585; 5,949,473; 5,929,896; 6,181,783; 6,185,284; 5,010,399, and any patent or legal equivalent issued in the future in the United States and its territorial possessions and in all foreign countries that is a continuation or continuation-in-part, divisional, reissue, renewal, or substitute patent related to any of the above enumerated patents, and any other patent or legal equivalent issued in the future in the United States and its territorial possessions and in all foreign countries which covers or may cover any invention, technology, product, process, method or means relating to a data communications system commonly known as digital subscriber line service, or any other communication distribution system covered in whole or in part by at least one claim of any of the above enumerated patents.

"Gross Recoveries" means all compensation, tangible benefits, payments, proceeds and recoveries due or to become due, or paid or payable, to Inline(as such term is defined in the June 30, 2003 Agreement) (or to the Representative (as such term is defined in the June 30, 2003 Agreement), on behalf of Inline), Goodman (as such term is defined in the June 30, 2003 Agreement) or any other equity owner of Inline, in respect of each and every Current Patent Suit, each and every Future Patent Suit, and each and every Settlement, including all monetary awards to Inline (or to the Representative, on behalf of Inline) by a court in the Current Patent Suits and Future Patent Suits, whether in the form of compensatory, multiple or other damages, costs, attorneys' fees, pre judgment interest, post-judgment interest, and/or monetary sanctions, and all proceeds of any nature under Settlements, including collections, lump-sum and installment payments, license fees, royalties, consideration in respect of an assignment of any of the Goodman Patents (or any interest therein), consideration in respect of the sale of any asset owned in whole or in part by Inline (or any interest therein), any stock, debt or equity interest in Inline, and/or any asset or property of, or security or debt or equity interest in, any other company or other business entity, in each case without deduction for income or other taxes due or to become due in respect thereof or any other expenses payable by Inline or the Representative in connection therewith.

"Settle" means (i) to make a demand, to threaten a patent infringement suit, to make or accept an offer, to negotiate, to make or enter into an agreement, or to take any other action, to settle, compromise, dismiss or release a Current Patent Suit or Future Patent Suit (in whole or in part), and/or (ii) to make or accept an offer, to negotiate or to make or enter into an agreement, or to take any other action (a) to license, cross-license, sub-license, or assign one or more of the Goodman Patents (or any interest therein) or any invention covered by one or more of the Goodman Patents (or any interest therein), in each case provided that one or more of the Goodman Patent Rights are included in such license, cross-license, sublicense, or assignment, and/or (b) to procure or require payment of past or future damages, costs, expenses, attorneys' fees, royalties, or the payment or exchange of consideration in any form, related to or in respect of one or more of the Goodman Patents (or any interest therein) or any invention covered by one or more of the Goodman Patents (or any interest therein), in each case provided that a portion of such payment or consideration is to be made, regardless of whether expressly stated, in respect of one or more of the Goodman Patent Rights.

"Settlement" means any written or oral agreement, contract or understanding that (i) settles, compromises, dismisses or releases a Current Patent Suit or Future Patent Suit (in whole or in part), and/or (ii) licenses, cross-licenses, sub-licenses, or assigns one or more of the Goodman

Patents (or any interest therein) or any invention covered by one or more of the Goodman Patents (or any interest therein), in each case provided that one or more of the Goodman Patent Rights are included in such license, cross-license, sublicense, or assignment, and/or (iii) procures or requires payment of past or future damages, costs, expenses, attorneys' fees, royalties, or the payment or exchange of consideration in any form, related to or in respect of one or more of the Goodman Patents or any invention covered by one or more of the Goodman Patents (or any interest therein), in each case provided that a portion of such payment or consideration is to be made, regardless of whether expressly stated, in respect of one or more of the Goodman Patent Rights.

SEALED DOCUMENT

EXHIBITS 5-25

CERTIFICATE OF SERVICE

I hereby certify that the 18th day of August, 2006, a true copy of the foregoing ***Redacted Public Version of DI 125, the Appendix to Verizon Defendants' Opening Brief In Support Of Motion For Summary Judgment Dismissing This Action For Lack Of Subject Matter Jurisdiction, Volumes 1 and 2),*** was sent to plaintiff's counsel, in the manner indicated, upon:

Julia Heaney, Esq. (Served electronically and by hand delivery)
MORRIS NICHOLS ARSHT & TUNNELL LLP
1201 N. Market Street
Post Office Box 1347
Wilmington, Delaware 19899-1347
jheaney@mnat.com

Michael K. Plimack, Esq. (Served electronically and by overnight delivery)
Alexander L. Brainerd, Esq.
HELLER EHRMAN LLP
333 Bush Street
San Francisco, California 94104
Alexander.Brainerd@hellerehrman.com
Michael.Plimack@hellerehrman.com

C. Joël Van Over, Esq. (Served electronically and by overnight delivery)
Bingham McCutchen LLP
3000 K Street, NW
Suite 300
Washington, DC 20007-5116
joel.vanover@bingham.com

By: /s/ *Jeffrey B. Bove*
Jeffrey B. Bove (#998)